

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA

LAURA MAYNARD and JONATHAN
ROY,

Plaintiffs,

Civil Action No. 3:21-cv-00623

v.

PRO TRANSPORT & LEASING, INC.,
JASON REVELS, REINKE
MANUFACTURING COMPANY and JOHN
DOE DRIVER,

Defendants.

NOTICE OF REMOVAL

AND NOW, come Defendants Pro Transport & Leasing, Inc. and Jason Revels, by and through their attorneys, Timothy A. Montgomery, Esquire, Julie A. Brennan, Esquire, and Pion, Nerone, Girman, Winslow & Smith, P.C., and remove the above-captioned lawsuit pursuant to 28 U.S.C. §1441 *et seq.* from the Circuit Court of Cabell County, West Virginia (Civil Action No. 21-C-396) to the United States District Court for the Southern District of West Virginia (Huntington), and in support thereof aver as follows:

1. Plaintiff initiated this lawsuit in the Circuit Court of Cabell County, West Virginia at Civil Action No. 21-C-396. Copies of all process, pleadings and Orders served upon the Defendants are attached hereto as Exhibit “A”. A copy of the State Court Docket is attached hereto as Exhibit “B”.

2. The Complaint names as Defendants Pro Transport & Leasing, Inc., Jason Revels, and Reinke Manufacturing Company, and alleges that on November 6, 2019 Defendants failed to operate two commercial motor vehicles in a safe and careful manner resulting in a rear-end

collision between the Jason Revels/Pro Transport & Leasing, Inc. vehicle and the Plaintiff vehicle. (Compl. ¶¶ 21-22). In particular, the Complaint alleges that Jason Revels failed to keep an assured clear distance ahead, failed to operate his commercial motor vehicle in a manner to be able to come safely to a stop, and followed Plaintiff's vehicle too closely. (Compl. ¶¶ 16-18).

3. The Complaint alleges that Plaintiff Laura Maynard suffered physical injuries and other general and special damages. (Compl. ¶ 25).

4. The Complaint alleges that Plaintiff Jonathan Roy has suffered a loss of spousal consortium. (Compl. ¶ 26).

5. Upon information and belief, Plaintiff Laura Maynard alleges injury to her neck and back as a result of the subject accident. Upon information and belief, Plaintiff Laura Maynard continues to treat for low back pain and lumbar radiculopathy, including interventional therapy in the form of interlaminar epidural steroid injections.

6. Upon information and belief, Plaintiff Laura Maynard will assert a claim for lost wages/loss of earning capacity from on or about the date of the subject accident either indefinitely or until some date in the future.

7. Based upon the foregoing injuries and damages, upon information and belief the amount in controversy in this case is in excess of \$75,000.00.

8. The Plaintiffs are residents of West Hamlin, Lincoln County, West Virginia. (Compl. ¶ 2).

9. Defendant Pro Transport & Leasing, Inc. is a corporation organized under the laws of the State of North Dakota, with a principal place of business located in Grand Forks, North Dakota.

10. Defendant Jason Revels is a resident of Lumberton, North Carolina. (Compl. ¶ 4).

11. Defendant Reinke Manufacturing Co., Inc. is a corporation organized under the laws of the State of Nebraska, with a principal place of business located in Deshler, Nebraska.

12. The above-captioned action is within the jurisdiction of the United States District Court for the Southern District of West Virginia.

13. The United States District Court for the Southern District of West Virginia has original jurisdiction over this action pursuant to 28 U.S.C. §1332 inasmuch as the amount in controversy exceeds the sum of Seventy-Five Thousand (\$75,000) Dollars, exclusive of interest and costs, and is between citizens of different states.

14. This action is removable from the Circuit Court of Cabell County, West Virginia, pursuant to the provisions of 28 U.S.C. §1441 *et seq.*

15. Concurrent with the filing of this Notice of Removal, Defendants have filed a Notice of Filing of Notice of Removal with the Clerk of the Circuit Court of Cabell County, West Virginia advising that they have removed this action to the United States District Court for the Southern District of West Virginia.

16. In accordance with 28 U.S.C. § 1446(b)(2)(A), Defendants Pro Transport & Leasing, Inc. and Jason Revels have sought the consent of Defendant Reinke Manufacturing Co., Inc. but have been unable to make contact with Defendant Reinke Manufacturing Co., Inc. To date, no attorneys have appeared as counsel for Reinke Manufacturing Co., Inc. in this action. Moreover, counsel undersigned attempted to contact a representative of Reinke Manufacturing Co., Inc. by telephone to their corporate office in Deshler, Nebraska, and the representative did not return counsel's call.

17. In filing this Notice of Removal, Defendants do not waive any affirmative defenses they may assert in this action.

WHEREFORE, Defendants Pro Transport & Leasing, Inc. and Jason Revels respectfully pray that this Honorable Court remove the above-captioned case from the Circuit Court of Cabell County, West Virginia to the United States District Court for the Southern District of West Virginia.

Respectfully submitted,

PION, NERONE, GIRMAN, WINSLOW
& SMITH, P.C.

By: /s/ Julie A. Brennan

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served upon all parties,
via email, this 1st day of December, 2021, as follows:

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By: /s/ Julie A. Brennan
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